

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
SULLIVAN BOSWORTH LLC
FOR
FTA CONSULTING SERVICES
RFP 10-0201**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Sullivan Bosworth, LLC, a foreign limited liability company authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #10-0201, to retain a consultant to provide Federal Transit Administration consulting services; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide transit grant planning and management support as well as technical assistance for the Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT) Project Funding and Reporting Requirements in conjunction with the COUNTY's needs.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to perform the services more specifically detailed in **Exhibit A**, Scope of Services, attached hereto and incorporated herein by reference, and any addenda thereto, attached hereto and incorporated herein as **Exhibit B**.

3.2 This Agreement shall be effective immediately following the date of execution by the COUNTY and shall remain in effect for an initial term of one (1) year. The prices set forth in this Agreement shall prevail for the full duration of the initial Agreement term. Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for up to two (2) additional one (1) year periods under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a

right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.4 The services rendered pursuant to this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible to pay for any such service.

3.5 Any inconsistency between the provisions of this Agreement, the Federal statutes and regulations, and the terms and conditions of the FTA grant award shall be resolved in such a manner so as to not impair the award of the grant to the COUNTY.

Article 4. Payment

4.1 COUNTY shall pay CONSULTANT for professional services performed under this Agreement at a rate of **Seventy-Five Dollars (\$75.00)** per hour, with an annual amount not to exceed **Ten Thousand Dollars (\$10,000.00)**.

4.2 CONSULTANT shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the COUNTY Public Transportation Division, which will then be responsible for review and subsequent provision of the invoices to the COUNTY Finance Department for completion of the payment process. The invoices shall reflect the type of service provided to the COUNTY in the prior month. All invoices shall contain the Agreement and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and this Agreement may be terminated.

4.3 The COUNTY shall make payment in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.4 CONSULTANT agrees and recognizes that the services provided herein are subject to criteria and conditions established under the American Recovery and Reinvestment Act of 2009 (also known as the Federal Economic Stimulus Bill). There will be federal reporting requirements associated with these services, such as monthly reports of number of jobs created and the number of jobs retained by the project or activity. The exact nature and extent of the reporting requirements and format for data collection are not fully known at this time but will be provided by the COUNTY when made available by applicable parties, and will be incorporated into this Agreement.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the services performed by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate a County staff member to act as COUNTY'S Project Administrator.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available data, data developed and/or within the possession of the COUNTY, and any other data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Special Terms and Conditions

6.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

6.2 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.3 Insurance. The CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONSULTANT or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers'

compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employer	\$100,000
Disease-Policy Limit	\$500,000

Professional Liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE
BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

6.4 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. Additionally, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of the CONSULTANT'S duties set forth in this Agreement.

6.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.6 Acceptance of Services. Any service(s) rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

6.7 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the user COUNTY department.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any

deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

6.8 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for six (6) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

6.9 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

6.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.11 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Sullivan Bosworth, LLC
Donald Sullivan, Manager
3858 Fenway Crossing
Marietta, GA 30062

If to COUNTY:

County Manager
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Exhibit:

EXHIBIT A Scope of Services
EXHIBIT B Addendum No. 1, dated November 10, 2009

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Director of Procurement Services, and CONSULTANT through its duly authorized representative.

CONSULTANT

SULLIVAN BOSWORTH, LLC

Name: *Ronald G. Sullivan*
Title: *Mgr*

This *3* day of *March*, 2010.

COUNTY

[Signature]
Barnett Schwartzman
Director of Procurement Services

This *15th* day of *MARCH*, 2010.

Approved as to form and legality:

um marsh
Melanie N. Marsh
Acting County Attorney

EXHIBIT A

RFP Number: 10-0201

SCOPE OF SERVICES

SCOPE for FTA Consultant

The Lake County Public Transportation Division is seeking a contractor to provide transit grant planning and management support as well as technical assistance for the Federal Transit Administration (FTA) and Florida Department of Transportation Project Funding and Reporting Requirements.

The County seeks to obtain technical assistance in meeting the emerging transit initiatives of grant preparation and management; assistance in National Transit Database reporting; transit financing; transit planning and Federal regulatory compliance.

The County will evaluate each complete proposal submitted and select a Consultant that provides the most cost effective and efficient technical support of its fixed-route, paratransit, and non-revenue fleet operation.

The selected Consultant shall provide "on-call" technical assistance and continual coordination with the Federal Transit Administration, the Florida Department of Transportation and other agencies on behalf of the County's interest in maintaining a timely response to all transit regulations.

The selected Consultant will perform the complete work task for and provide technical assistance with the following work tasks:

3.1.1. TRANSIT GRANT PREPARATION

Complete research, programming and verification with local planning organizations for project approval. Identify funding sources and appropriate FTA program(s). Identify Federal and State sources for potential funding options.

Prepare transit grant in TEAM (Transportation Electronic Award Management) network. Maintain TEAM access, system modules, and monitor activity line item code adjustments. Ensure proper fund awards, obligations, and disbursements.

Monitor federal awards of prior grants to ensure complete fund availability and complete disbursement.

Establish and maintain proper milestones and fleet status ratios for project delivery.

Prepare quarterly financial status reports consistent with project milestones and deliverables.

Identify and prepare environmental clearances, reports, and other required impact statements for the project approval. Manage the closing out of completed projects and grants.

Assist the County with public transportation planning efforts. Provide policy guidance and financial management of the Federal-aid program.

Examine adopted MPO plans, programs and schedules in comparison with the approved County budgets and schedules noting any significant cost, schedule and/or scope changes in the federal grant application.

Adjust and maintain all required project milestones and adjust schedules as needed.

Assist with any responses to any Federal and State inquiries and certification reviews of work performed.

Identify allowable and unallowable project cost.

Assist with developing cost allocation plans.

Prepare actual Quarterly reports based on ECHO information.

Provide specialized knowledge of transit policies, circulars, guidance, and statutes of the US DOT, Federal Transit Administration's program review areas.

Review the County's transit operations for system enhancements and federal program compliance.

Assist in drafting required policies, programs, and other documents as needed, within the contractual area of expertise including the triennial review.

Consultant should have extensive knowledge and experience working with or for FTA, and be familiar with TEAM Web, the ECHO system, triennial reviews and the NTD (National Transit Database) process.

Consultant shall be knowledgeable of the American Recovery and Reinvestment Act (ARRA) and have experience preparing submitting and doing the monthly reporting that is required under the Act.

EXHIBIT B



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473
www.lakegovernment.com

ADDENDUM NO. 1

Date: November 10, 2009

RFP No. 10-0201

FTA Consulting Services

This addendum is being issued to make the following changes to the bidding document. The information in this addendum modifies the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

This Addendum does not change the current bid opening date of December 2, 2009 at 3:00 p.m.

Questions and Answers:

Question/Issue 1: My research of the State of Florida, SOS - Corporations Division, did not reveal any Transit consulting and/or Grant writer as a Florida regulated industry. If you have any requirements as to Florida Certification please let me know.

Response: We do not have any specific requirements in regard to prerequisite certification. Also note response to Question/Issue 3 below.

Question/Issue 2: Attached please find my Insurance Certificate for your review. Let me know if there is any additional coverage required this proposed work. Thanks.

Response: Insurance requirements are as stated in Section 1.8 of the RFP. Compliance review of any submitted Certificate of Insurance will be completed during the proposal evaluation process.

Question/Issue 3: I am not familiar with the "license to practice in Florida" document referenced on page 8, Tab C. I see the Federal clauses and statutes but no State Licensing document, except the Firm Profile Form on page 20. Am I missing something? Will I need to contract the State of Florida for a license to practice document?

Response: The phrase "Attach proof of license to practice in Florida" is hereby deleted from Section 1.14.1, Tab C, page 8. However, do note the requirements set forth in provision 3.30 of the RFP.

Question/Issue 4: On page 3, Section 1.7: Method of Payment- Monthly Invoices. Is the vendor required to gather and submit written confirmation of service acceptance from the County Transportation Department for each invoice submitted directly to the County Finance Department?

Response: The second sentence of Section 1.7 is amended to read "These invoices shall be submitted to the County Public Transportation Division which will then be responsible for review and subsequent provision of the invoice to the County Finance Department for completion of the payment process." The fourth sentence of Section 1.7 is amended to delete the phrase "and confirmation of acceptance of the goods or services by the appropriate County representative".

Firm Name: Sullivan Bosworth LLC Date: 11/11/09
Signature: Donald G. Sullivan Title: Mgr.
Typed/Printed Name: DONALD G. SULLIVAN

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
JIMMY CONNER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL

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